

Trillium Owners Corporation Rules



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Trillium Owners Corporation Rules

1. Interpretation

One of the Owners Corporation principal charters is to ensure that all Members have the quiet enjoyment of the Recreational Facilities within the Development. Rules in respect of Amenity Controls (Rule 5), particularly, are to be read in this context. Further, these Rules are to be interpreted having regard to the following objectives of the Developer:

- (a) Design Guidelines
ensuring compliance with the Design Guidelines;
- (b) Landscaping
maintaining and enhancing any landscaping for which the Owners Corporation is responsible;
- (c) Recreational Facilities
maintaining and enhancing the Recreational Facilities and other amenities for the benefit of all Members;
- (d) Provision of Services
ensuring the Owners Corporation has the ability to provide services to its members which are consistent with the quality of the Development; and
- (e) Developer Supervision
empowering the Developer to act on behalf of all Members to achieve all of the above, until such time as the Owner ceases to be the owner of a Lot on the Plan of Subdivision and any Land in the Development.

2. Definitions

In these Rules unless the context otherwise requires the following definitions apply:

Builders' Site Refuse Guidelines means the guidelines for disposal of all building refuse on all Lots on the Plan of Subdivision (a copy of which is attached in Schedule 1) as amended from time to time by the Owners Corporation which are established for the purposes of achieving the expressly stated objectives of these Rules;

Common Property means that part of the Land shown in the Plan of Subdivision as common property;

Date of Completion of the Development means the date of settlement of the sale of the last Lot or piece of land in the Development of which the Owner is owner;

Design Guidelines means the Trillium Design Guidelines (a copy of which can be obtained from the website at <http://www.trillium-mickleham.com.au>) as amended from time to time;

Developer means Mt Ridley Projects Pty Ltd ACN 131 104 204 or its assignee;

Development means the development known as "Trillium" from time to time;

Land means the whole of the land described in the Plan of Subdivision;

Lot means any lot on the Plan of Subdivision;

Member means a member of the Owners Corporation who is the owner of any Lot on the Plan of Subdivision;

Occupier means the legal occupant from time to time of a Lot;

Owner means Mt Ridley Projects Pty Ltd ACN 131 104 204 and includes its assigns, transferees or successors in title to the uncompleted portions of the Development and the mortgagees and chargees thereof;

Owners Corporation means the Owners Corporation created by the Plan of Subdivision or if more than one, the unlimited Owners Corporation created by the Plan of Subdivision;

Owners Corporation Manager means the person for the time being appointed by the Owners Corporation as the manager of the Owners Corporation;

Plan of Subdivision means Plan of Subdivision No. PS649691Y which is the subject of these Rules, including any subsequent stages of subdivision to be incorporated into this Plan of Subdivision;

Recreational Facilities means any facilities erected by the Developer on the Land for the use of all Members;

Regulations means the *Owners Corporations Regulations 2007* as may be amended from time to time;

Residence means one permanent non-transportable private residence;

Settlement Date means the date of transfer of any Lot to a Member.

The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges shall prevail over these rules in respect of the person or persons to whom they are given.

3. Use of Lots – Owner

(a) Display Lot

While the Owner is the owner of any Lot it may:

- (i) use any Lot owned by him for display purposes including a sales office and car parking;
- (ii) allow prospective purchasers of any Lot to inspect the display Lot; and
- (iii) use any signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.

(b) Signs

Any signs erected pursuant to rule (a) must be in keeping with the Development and must not at any time be more, in number or size, than is reasonably necessary.

(c) Development Rights

Notwithstanding any other rule, the Owner:

- (i) is entitled to progressively develop staged lots as set out in the Plan of Subdivision;
- (ii) is entitled to incorporate further land into the Plan of Subdivision, to become part of the Development;
- (iii) while owner of any Lot, need not comply with any rule:
 - (A) which is inconsistent with or limits his rights under this rule; or
 - (B) the application of which, in the Owner's opinion is inappropriate to the development of the Lot while that Lot remains undeveloped or during its development.

(d) Common Property

The Owner is permitted to use and develop the Common Property for the purpose of developing the Land.

4. Development and Maintenance of a Lot

Each Member of the Owners Corporation must do the following on each Lot of that Member:

- (a) Design Guidelines
Must comply with the Design Guidelines;
- (b) Builders' Site Refuse Guidelines
Must ensure that any builder of a Residence on that Member's Lot complies with the Builders' Site Refuse Guidelines;
- (c) Appearance of Residence
Must install permanent window furnishings within three months of the issue of an occupancy permit for the construction of the Residence and ensure the Residence is kept clean and maintained in good repair including (without limitation) all fences, walls, windows, gates, sidewalls, walkways and driveways within a Lot;
- (d) Driveway
Must construct a driveway leading from the Residence to the road prior to the occupation of the Residence by the Member;
- (e) Fencing
Must erect fencing around the Lot subject to the requirements of these Rules and the Design Guidelines within three months of the issue of an occupancy permit for the construction of the Residence;
- (f) Upkeep of Yard Areas
Must maintain and keep tidy the front, side and rear gardens, irrigation facilities, drainage facilities, swimming pools, spas, fountains and other surrounds of the Lot to the standard of a first class residential development as determined by the Owners Corporation;
- (g) Nature Strip
Must maintain and keep tidy any nature strip adjoining the Lot;
- (h) Rubbish disposal
 - (i) Must ensure that the disposal of rubbish or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other Lots;
 - (ii) Must conceal all rubbish bins from public view except on the days and during the times designated for rubbish disposal;
- (i) Vermin
Must take all practicable steps to prevent infestation of the Lot by vermin or insects;
- (j) General Appearance of Property
Must keep the Lot free of rubbish;
- (k) Insurance
Must ensure that any improvements, constructed on the Lot are insured for full replacement value;
- (l) Rectification of Non-Compliances
Must rectify any non-compliance with the approved plans and specifications for the works in accordance with any notice in writing served on the Member by the

Developer until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate;

(m) Cease Construction on Demand

Must cease construction of works on a Lot if required by notice in writing served by the Developer until the Date of Completion of the Development or thereafter by the Owners Corporation or its delegate pending resolution of any dispute about a non-compliance with the approved plans and specifications for the Lot; and

(n) Enforcement Costs

Must pay all costs incurred by the Developer or the Owners Corporation in respect of the enforcement of the Rules or the Design Guidelines in respect of the Member's Lot.

5. Amenity Controls

Each Member of the Owners Corporation must not and must ensure that the Occupier of a Member's Lot does not and the Occupier of a Lot must not do any of the following:

(a) No Breach

Must not breach any provisions of the Design Guidelines on a Lot or in the vicinity of a Lot;

(b) No Alterations

Must not without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot;

(c) No Interference with Cabling

Must not do any act or thing or allow any act or thing to be done to the Lot or the common property that may in any way damage or interfere with the use of cabling and ancillary equipment ("the electronic cabling") installed or to be installed by the Developer on the Land in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling (if any) remains the property of the Developer;

(d) Use of Lot

(i) Must not use or permit a Lot affected by the Owners Corporation or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Land or the Development or which may cause a nuisance or hazard to other Member's or Occupier's of any Lot or the visitors of any Member or Occupier;

(ii) must give written notification to the Owners Corporation if the Member or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.

(e) Garage

Must not use the garage in a Lot for any purpose other than as a garage for vehicles and for general storage purposes;

(f) Restrictions on Carparking

(i) Commercial vehicles

Must not park or allow to be parked on a Lot or any road or any other land in the vicinity of a Lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery) unless such commercial vehicles are housed or contained wholly within a

carpark or garage on a Lot or parked in the driveway on a Lot and screened from public view;

(ii) All vehicles

Must not park or allow any vehicle to be parked on the front lawn of a Lot or the nature strip adjoining a Lot;

(iii) Vehicles on Common Property

Must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(A) to be parked or left in parking spaces situated on Common Property and allocated for other Lots; or

(B) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or

(C) in any place other than a parking area situated on Common Property specified for that purpose by the Owners Corporation.

(g) No Vehicle Repairs

Must not carry out or cause to be carried out on a Lot or on any road or any other land in the vicinity of a Lot any dismantling, assembling, repairs or restorations of vehicles unless carried out at the rear of a Residence on a Lot in a location which is screened from public view;

(h) No Signs

Must not erect or display any sign, hoarding or advertising of any description whatsoever on a Lot (including a "For Sale" sign) unless the following applies:

(i) the Lot is being advertised for re-sale and in such a case only one advertising sign will be permitted;

(ii) the signage is for a display home and the consent in writing of the Design Assessment Panel has been obtained;

(iii) the signage is for builders or tradespersons identification during construction of the Residence provided:

(A) the signage has a maximum size of 600mm x 600mm; and

(B) the signage is removed within 10 days of the issue of the occupancy permit.

(i) Fencing

(i) Must not construct any fence that does not comply with the Design Guidelines;

(ii) Must not alter or remove any fence without the approval of the Owners Corporation;

(iii) Must not allow any fence to fall into a state of disrepair;

(iv) Must not claim any cost of maintenance of or repairs to the fence from the Owner if the Owner is the owner of an adjoining Lot; nor

(v) Must not repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used for the construction thereof;

(j) Insurance Premiums

Must not do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, without the prior written consent of the Owners Corporation;

(k) No Damage to Common Property

Must not mark, paint or otherwise damage or deface any structure that forms part of the Common Property;

(l) No Interference with Common Property

Must not use the Common Property or permit the Common Property to be used in such a way as to unreasonably interfere with or prevent it being used by other Member's or Occupiers of Lots or their visitors;

(m) Articles on Common Property

Must not without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged;

(n) No Storage on Common Property

Must not store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that consent;

(o) Not cause a danger

Must not keep the Lot in a manner which is dangerous or likely to cause danger to life or property;

(p) Noise

Must not by himself or herself or by allowing any other person in a Lot or on Common Property to:

- (i) carry on a noxious or offensive activity; or
- (ii) make or allow noise in a Lot or on Common Property that will interfere with the enjoyment of a Lot or the Common Property by others;

(q) Behaviour

Must not be on Common Property, or on any part of a Lot so as to be visible from another Lot or Common Property unless clothed and must not use language or behave in a manner likely to cause offence or embarrassment to another Member or to any person lawfully using the Common Property.

(r) Pets and Animals

- (i) Must not allow animals, except common household pets, in a Lot or the Common Property and the behaviour of pets in a Lot or the Common Property must be controlled so that it:
 - (A) does not interfere with the enjoyment of a Lot or the Common Property by others;
 - (B) minimises the adverse impact of such pets on fauna in a Lot and in Common Property;
- (ii) A person must not have more than two animals (other than fish) in a Lot;
- (iii) Rule (i) and (ii) applies subject to any law;

- (iv) Dogs are not allowed on the Common Property except if on a leash or carried;
- (v) Cats must be kept indoors during the hours of darkness and must at all times wear a collar and bell;
- (vi) All animals must wear an identification tag clearly showing the Member's address and telephone number;
- (vii) Any excrement deposited by a pet on the Common Property must be removed promptly by the owner of the pet;
- (viii) Any Member who keeps and maintains a pet will be liable for any and all action by the pet whether or not the Member had knowledge, notice or forewarning of the likelihood of such action;
- (ix) If any animal causes a nuisance the Owners Corporation may give notice that the animal is causing a nuisance. If the owner does not take steps to prevent further nuisance from occurring the Owners Corporation may give notice to remove the animal from the Lot or Common Property (or both). The Member must remove the animal from the Lot or the Common Property immediately upon receipt of the notice from the Owners Corporation;

6. Owners Corporation - Provision of Services and Levies

Each Member of the Owners Corporation agrees that:

(a) Services

The Owners Corporation may provide the following services:

- (i) the operation of a security surveillance service;
- (ii) if required by the relevant authorities (or agreed to by the Owners Corporation with the relevant authorities), the maintenance, repair and improvement of specified landscaped areas or parks at the cost of the Owners Corporation;
- (iii) the repair and maintenance of such landscaping within the Plan of Subdivision as the Owners Corporation is responsible for or as agreed to by the Owners Corporation with relevant authorities or the Developer;
- (iv) the repair, maintenance and improvement of any entrance feature constructed or to be constructed at any of the entrances to the Development;
- (v) the repair, maintenance and improvement of the Recreational Facilities; and
- (vi) any other service or facility provided by the Owners Corporation for the benefit of Members which is consistent with the stated objectives of these Rules;

(b) Cost

The provision of such services by the Owners Corporation will be paid for by all Members.

(c) Lease or Licence

Until the Date of Completion of the Development the Owner may cause the Owners Corporation to or the Owners Corporation itself may grant a lease or licence over the Common Property or part of it to an individual or corporation as it sees fit including without limitation a lease or licence enabling the individual or corporation to become responsible for the community facilities at Trillium.

(d) Owners Corporation may Rectify

In the event that a Member fails to comply with the Builders' Site Refuse Guidelines or any notice served upon the Member by the Owners Corporation in accordance with these Rules, the Members agree that:

- (i) the Owners Corporation is entitled to enter upon the Lot and clean up the Lot in accordance with the Builders Site Refuse Guidelines; and
- (ii) the Owners Corporation is entitled to recover the entire cost of the cleaning up of the Lot from the Member who owns the Lot on the basis that the cost is a Owners Corporation charge for which the Member solely benefits and is solely responsible for the payment of; and

7. Recreational Facilities

Each Member must observe the following rules in relation to the Recreational Facilities in the Development and must ensure that any invitee does not use the Recreational Facilities except in accordance with the following rules or such other rules as determined pursuant to rule 8:

(a) Invitees to be accompanied

Member's invitees must only use the Recreational Facilities if accompanied by a Member;

(b) Alcohol

Alcohol is not to be taken into or consumed around the Recreational Facilities without the prior consent of the Owners Corporation;

(c) Smoking

Smoking is not permitted inside any buildings forming part of the Recreational Facilities;

(d) Behaviour

No Member or Member's invitee is permitted to behave in a manner in the vicinity of the Recreational Facilities which interferes with the use and enjoyment of those Recreational Facilities by any other person;

(e) Clothing

Suitable clothing must be worn in the Recreational Facilities at all times;

(f) Risk

All users of the Recreational Facilities do so at their own risk;

(g) Notification of Damage

A Member must promptly notify the Owners Corporation or the Owners Corporation Manager on becoming aware of any damage to, or defect in, the Common Property or any personal property vested in the Owners Corporation;

(h) Compensation

A Member must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Member or its invitees; and

(i) Obey Directions

Each Member and Member's invitee must obey any lawful direction given to them by the Owners Corporation.

8. Recreational Facilities Rules

(a) Additional Rules

The Owners Corporation may make additional rules relating to the use of the Recreational Facilities on the condition that those rules are not inconsistent with these Rules.

(b) Breach

A breach of any rules made by the Owners Corporation pursuant to Rule (a) will be deemed to be a breach of these Rules.

9. Non-compliance

(a) Recovery of Costs

If a Member has not complied with these Rules within 14 days generally, or within 7 days for breaches of Builders' Site Refuse Guidelines only, after service of a notice by the Owners Corporation specifying any non-compliance, the Member agrees that:

- (i) the Member must allow the Owners Corporation, its employees, contractors, or agents to enter the Lot and rectify the non-compliance;
- (ii) the Member must pay to the Owners Corporation any charges levied against the Member in respect of the costs incurred by the Owners Corporation relating to the non-compliance including without limitation administrative costs, legal costs and the costs of any works performed to rectify the non-compliance which (until paid) are and shall be a charge on the Lot;
- (iii) the Member must accept a certificate signed by the Secretary of the Owners Corporation or Owners Corporation Manager as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules;
- (iv) the Member must pay interest at the rate of 2% below the rate prescribed under the *Penalty Interests Rates Act* 1983 on outstanding fees and charges set under Regulation 202(1)(a) or (b) until they are paid;
- (v) any payments made for the purposes of these Rules shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum; and
- (vi) any costs incurred by the Owners Corporation relating to the non-compliance of the Member are costs incurred in the performance of a service to that Member.

(b) Enforcement

If a Member has not complied with these Rules within 14 days after service of a notice from the Owners Corporation pursuant to the preceding clause, or within 7 days for breaches of Builders Site Refuse Guidelines, the Owners Corporation may take action in a Court of competent jurisdiction to compel the Member to comply with these Rules.

(c) Recovery of Expenditure

Where the Owners Corporation expends money to make good the damage caused by a breach of the Act or of these rules by an Owner or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or occupier or any of them, the Owners Corporation will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

10. GST**(a) Definition**

For the purposes of this rule:

- (i) GST means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature;
- (ii) Primary Payment means any payment or consideration given by a Member or Occupier to the Owners Corporation for any levy or other money or consideration payable or to be given by a Member or Occupier to the Owners Corporation in connection with any supply of any goods and services.

(b) Payment

If the Owners Corporation is liable by law for any GST on any Primary Payment, the Owner must pay to the Owners Corporation the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Owner is required to pay the Primary Payment in respect of which the GST relates.

11. Dispute Resolution

- (a) The grievance procedure set out in this rule applies to disputes involving a Member, Owners Corporation Manager, or an occupier or the owners corporation.
- (b) The party making the complaint must prepare a written statement in the approved form.
- (c) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.

12. Additional Rules

From 1 January 2022 the rules contained in Schedule 2 shall commence operation.

SCHEDULE 1**Builders' Site Refuse Guidelines**

1. All Members have an obligation to keep the entire Development tidy.
2. The litter refuse system used by a Member must adhere to good practice for the recycling of refuse materials and be coordinated with the refuse disposal arrangements adopted from time to time by the local municipal council.
3. Each Member during the construction phase of a Residence on a Lot must inform the builder of the contents of these Builders' Site Refuse Guidelines.
4. All building materials and fittings must be stored within the property boundaries of a Lot at all material times. No building materials are permitted to be stored on the nature strip of a Lot.
5. Builders must ensure that fencing is provided around the entire perimeter of the Lot from the commencement, and for the duration of, building works. The fence shall:
 - (a) be at a height of not less than 1.5m;
 - (b) be capable of preventing litter from being transported from a building site by wind; and
 - (c) have not more than one access opening fitted with gates, which is located to correspond with the vehicle crossing referable to the Lot.
6. Builders must provide a lockable 2 metre square bin on the Lot for the storage of all site refuse generated by the Lot and keep all of the site refuse within the bin.
7. A Member and its builder must comply with any litter notice issued by or on behalf of the Owners Corporation specifying breaches of the Builders' Site Refuse Guidelines and rectify the specified breaches. If a Member fails to do so the Member and the Member's builder will be exposed to prosecution by the local municipal council under the *Litter Control Act*.
8. A Member or its builder must as soon as is reasonably practicable repair all damage that has been caused by the Member or its builder or any other person engaged on behalf of the Member to any part of Trillium including but not limited to damage to landscaping, trees, nature strips, fencing, bollards, curbing, footpaths, roadways and all other improvements or infrastructure forming part of Trillium.

SCHEDULE 2

Design Assessment Panel

13. Definitions

In these additional Rules unless the context otherwise requires the following definitions apply:

Applicant means a Member who makes an Application;

Application means an application made for the Design Assessment Panel to Approve the development of a Lot;

Approve or **Approval** means an approval in writing given by the Design Assessment Panel in respect of an Application which may or may not contain conditions;

Refuse or **Refusal** means a refusal in writing given by the Design Assessment Panel in respect of an Application.

14. Design Assessment Panel

(a) Establishment

The Owner has established the Design Assessment Panel to administer the Design Guidelines.

(b) Owners Corporation Role

From the Date of Completion of the Development the Owners Corporation must ensure that:

- (i) the Design Assessment Panel is constituted from time to time in accordance with this rule 14;
- (ii) meetings of the Design Assessment Panel are convened as required in order for the Design Assessment Panel to fulfil its functions as set out in these rules.
- (iii) act as secretary of the Design Assessment Panel in receiving, reviewing and distributing all correspondence addressed or directed to the Design Assessment Panel.
- (iv) receive and account for all monies payable in relation to Approvals and the functions of the Design Assessment Panel.

(c) Membership of the Design Assessment Panel

The Design Assessment Panel is to have three members appointed from time to time by the Owners Corporation for a term stipulated by the Owners Corporation at the time the appointment or appointments are made.

(d) Termination of Appointment

- (i) A person appointed to be a member of the Design Assessment Panel vacates office:
 - (A) upon receipt by the Owners Corporation of notice in writing from that member of the resignation of that member;
 - (B) if that member dies or becomes mentally ill; or
 - (C) if the Owners Corporation determines that the appointment of that member is terminated.
- (ii) The Owners Corporation will determine that the appointment of a member is terminated if that member is without prior leave granted by the Design

Assessment Panel absent from two consecutive meetings of the Design Assessment Panel of which due notice has been given to that member.

15. Meetings of the Design Assessment Panel

(a) Meeting

The Design Assessment Panel constituted in accordance with rule 14 is to meet at a time and in a way determined by the Design Assessment Panel and at whatever times are necessary to perform its duties, or as directed by the Owners Corporation.

(b) Quorum

Fifty (50) percent of Design Assessment Panel Members are to constitute a quorum.

(c) Chair

The Chairman will be appointed by the members of the Design Assessment Panel. If the Chairman of the Design Assessment Panel is absent from a meeting, the people who are present at the meeting are to elect from their number a person to chair the meeting.

(d) Voting

Every question to be decided by the Design Assessment Panel is to be decided by a majority on a show of hands by members present at the meeting. In the case of an equality of votes the Chairman of the meeting is to be entitled to a second or casting vote.

(e) Investigate

The Design Assessment Panel may from time to time, by resolution in writing, designate one or more of its members to investigate or perform any duties for and on behalf of the Design Assessment Panel and report the findings of that member to the Design Assessment Panel. Recommendations are to be made by the Design Assessment Panel. The vote of a majority of the members of the Design Assessment Panel is to constitute an act of the Design Assessment Panel.

16. Powers and Functions of the Design Assessment Panel

(a) Application

(i) The Design Assessment Panel is to assess all Applications for Approval having regard to the Design Guidelines.

(ii) After assessing an Application, the Design Assessment Panel must either Approve, Refuse, or reserve its decision pending the provision of any further information that is requested in writing by the Design Assessment Panel to the Applicant.

(iii) In the case of Approval, the Design Assessment Panel may impose conditions that require:

(A) changes to be made to the plans and specifications;

(B) the proposed development to be undertaken within the reasonable time frame specified in the condition;

(C) the Member to give to the Design Assessment Panel a written undertaking:

I not to cause unreasonable inconvenience to other residents; and

II to repair without delay any damage caused by the development; and

(iv) the Member to deposit with the Owners Corporation a bond to be held by the Owners Corporation on account of any damage which may be caused in the course of the development. The Design Assessment Panel may in its absolute discretion determine the reasonable amount of the bond. If no damage is caused then the Owners Corporation will, on certification from the Design Assessment Panel of satisfactory completion of the development, release the bond to the Member. If damage is caused then the Owners Corporation and the Design Assessment Panel may, without prejudice to its rights against the Member, use the bond to repair the damage caused.

(b) Services of Consultants

The Design Assessment Panel may, at its discretion, retain the services of architects, engineers, landscape architects, town planners, urban designers, solicitors and other consultants to advise and assist it to perform its duties and functions.

17. Works Carried out by the Member

(a) Development

- (i) No Member may develop a Lot without Approval.
- (ii) Development must be in accordance with the Approval.
- (iii) Once a Member has commenced development, it must not alter the development without Approval.

(b) Application for Approval

All applications and correspondence to the Design Assessment Panel must be directed to the Secretary of the Owners Corporation and be in the form required by the Design Guidelines.

(c) Consultant's Costs

- (i) The Design Assessment Panel may:
 - (A) determine that the Member is to pay the whole or part of the cost to the Design Assessment Panel of any consultant retained by the Design Assessment Panel to advise and assist the Design Assessment Panel to consider the Application ("Consultant's Costs"); and
 - (B) require the Member to pay to the Owners Corporation a sum of money sufficient, in the estimation of the Design Assessment Panel to meet the liability of the Consultant's Costs.
- (ii) The Design Assessment Panel is not obliged to consider the Application until payment by the Member to the Owners Corporation of all sums of money determined as payable under these rules.

(d) Fees

The Design Assessment Panel may from time to time determine a fee or fees to be paid by a person making an Application. The Design Assessment Panel may determine different fees for different Applications depending on their nature and complexity.

(e) Certification

- (i) A Member must prior to occupation and after the final building occupancy permit is issued, apply to the Owners Corporation for a certificate that in the opinion of the Owners Corporation all development on the Member's Lot is complete in accordance with the Approval. The Owners Corporation is to refer such application to the Design Assessment Panel for assessment in the manner set out in rule (a) so far as it may apply to such an application.
- (ii) A Member must not take occupation of a Lot after development until after the Owners Corporation has issued a certificate in accordance with rule (i). Failure to comply with this rule will entitle the Design Assessment Panel to require that the bond be forfeited to the Owners Corporation.

18. Proceeding with Works

(a) Carry Out Works

Upon receipt of Approval from the Design Assessment Panel the Member is, as soon as practicable, to satisfy all conditions of that Approval and diligently proceed with the development of a Lot in accordance with the requirements of all authorities having jurisdiction over the development. Commencement is to occur in all cases within six (6) months from the date of Approval and completion within twelve (12) months from the date of Approval.

(b) Failure to Comply

If the Member fails to comply with this rule, any Approval given is to be deemed revoked unless the Design Assessment Panel, upon written request by the Member made prior to the expiration of the six (6) month period, extends the time for commencement of the development of the Lot.

(c) Development of Lot to be Completed in Accordance with Application

The Member is to complete the development of the Lot in accordance with the construction schedule set out in the Approval and in any event is to complete the works within one (1) month after the finish date specified in the Approval except and for so long as such completion is rendered impossible due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Member or would result in great hardship to the Member.

(d) Owners Corporation May Proceed

If the Owner fails to comply with this rule, the Owners Corporation is to proceed in accordance with the provisions of rule 19 as though the failure to complete the improvements were a noncompliance.

19. Inspection and Correction of Works

(a) Inspection

Inspection of Lots after development and correction of defects is to proceed as follows:

- (i) upon the completion of any development on a Lot requiring Approval under these rules, the Member must as soon as possible give notice of completion to the Design Assessment Panel;
- (ii) within thirty (30) days of receipt of a notice of completion from the Member, the Design Assessment Panel must inspect the development and decide whether the development of the Lot is complete in accordance with the Approval.
- (iii) If the Design Assessment Panel decides that the works are not in accordance with the Approval it is to notify the Member in writing of that non

compliance within that thirty (30) day period. The notice is to specify the particulars of non-compliance, and it is to require the Owner to remedy them.

- (iv) Notwithstanding the above the Design Assessment Panel may inspect the development on any Lot and decide whether the development of the Lot is in accordance with the Design Guidelines and if it decides that the works are not in accordance with the Design Guidelines issue a notice under rule (iii).

(b) Non-Compliance

The Member must remedy all non-compliance notified to it by the Design Assessment Panel within thirty (30) days of receipt of the notice referred to in rule (a) or such longer period as the Design Assessment Panel may specify in the notice.

(c) Remedy Non-Compliance

If the Member does not comply with the notice as provided in rule (b) the Design Assessment Panel may at the expense of the Member do whatever is necessary to remedy the non-compliance.

20. Non Liability of Members

(a) Owners Corporation Not Responsible

No approval of plans and specifications by the Design Assessment Panel is to be interpreted as representing or implying that those plans and specifications will, if followed, result in properly designed improvements. Such approvals and guidelines are not to be interpreted as representing or guaranteeing that any improvement carried out in accordance with them will be built in a good and workmanlike manner. Neither the Owners Corporation nor the Design Assessment Panel is to be responsible or liable for any defects in any plans and specifications submitted, revised, amended or approved or for any defects in construction undertaken according to such plans and specifications.

(b) Not Responsible for Loss

Neither the Design Assessment Panel nor any member of the Owners Corporation nor their duly authorised representative, is to be liable to any Member or any other person for any loss, damage, or injury arising out of or in any way connected with the performance of the Design Assessment Panel's duties under these rules, unless due to the wilful misconduct or bad faith of the Design Assessment Panel.

21. Variance of Works

The Owners Corporation may authorise in writing non-compliance with any of the provisions of these rules including (without limitation) restrictions upon height, size, colour, materials and location of works if circumstances such as topography, natural obstructions, aesthetic or environmental considerations dictate, except so far as prohibited by law. The granting of such an authority is not to operate to authorise non-compliance with these rules for any purpose except as to the particular Lot and the particular rule exempted by the authority, and only to the extent specified in the authority.

22. Monitoring Compliance

(a) Inspection

The Design Assessment Panel or its agent is periodically to survey all Lots for compliance with these rules and any Approval given.

(b) Notify Owners Corporation

The Design Assessment Panel is to inspect Lots undergoing development at completion and is to notify the Owners Corporation in writing of breaches, if any, and

when satisfied that the conditions set out in the Approval have been met recommend to the Owners Corporation that it issue a certificate in accordance with rule 17(e).

(c) Reporting

A person who considers that there has been a breach of an Approval or these rules may report the alleged breach to the Design Assessment Panel in writing.

(d) Investigations

(i) The Design Assessment Panel is to appoint one of its members, or a Consultant appointed under rule 16(b), to investigate any alleged breach which comes to its attention.

(ii) If that member or Consultant forms the opinion that there has been no breach the complainant is to be informed in writing.

(iii) If that member or Consultant forms the opinion that there has been a breach, the Owners Corporation may take whatever steps or action it determines as appropriate in order that any breach of these rules is remedied.

(e) Confidentiality

The Design Assessment Panel and the Owners Corporation is to keep the name of the person responsible for the alleged breaches confidential until the breach or breaches have been established. In all cases the Owners Corporation and the Design Assessment Panel are to keep confidential the name of the complainant, except as required by law.

23. Owner's Exemption

Notwithstanding any provision in these rules the Owner may construct buildings or other structures in such style shape and size as the Owner in its sole discretion deems suitable.